MEMORANDUM OF UNDERSTANDING BETWEEN
MAYSVILLE COMMUNITY AND TECHNICAL COLLEGE,
KCTCS AND
MONTGOMERY COUNTY, KENTUCKY
(SHERIFF'S OFFICE)

This MEMORANDUM OF UNDERSTANDING is entered into this 1 st day of July 2024 between Maysville Community and Technical College, KCTCS ("MCTC" or the "College") and the Montgomery County Sheriff's Office ("MCSO").

WHEREAS, both MCTC and Montgomery County Sheriff's Office agree that it is of mutual benefit to the citizens and residents of Montgomery County, and to the students, faculty, and staff at MCTC to provide a safe and secure environment.

WHEREAS, MCTC and MCSO desire to enter into an agreement for the assignment of a Deputy or equivalent security officer to the College for security purposes, and;

WHEREAS, MCTC and the MCSO understand and agree as to the nature of the security services to be provided to the College, and;

WHEREAS, MCTC and the MCSO have mutually agreed to enter an agreement under the terms and conditions set forth in this Memorandum of Understanding;

NOW, THEREFORE; In consideration of the mutual covenants and agreements set out herein, MCTC and the MCSO agree as follows:

1. The MCSO shall assign a Deputy or equivalent employee to the College for a period from July 1, 2024 through June 30, 2025 . The Deputy or equivalent employee shall be in good health and legal age and shall at all times comport him/herself in professional demeanor. The assigned Deputy shall provide 20 hours of coverage weekly primarily during the hours of 9:00am to 2:00pm Monday-Thursday and special occasions as agreed upon by both parties.

2 The Deputy or equivalent employee shall patrol and provide security for the MCTC Montgomery Campus and all other college locations in Montgomery County, Kentucky.

3 . The Deputy or equivalent employee to be assigned shall be mutually agreed upon by the parties. The College may request a change in Deputy or equivalent employee assigned at any time for good cause, and the MCSO shall use best efforts to honor that request and assign another mutually agreed upon Deputy or equivalent employee.

4 The Deputy or equivalent employee shall at all times be considered an employee of the Montgomery County Sheriff's Office and not an employee of MCTC; and shall act within the scope of employment. MCSO shall be responsible for all employment conditions , including , but not limited to , training, compensation, insurance coverage , benefits , workers' compensation, personnel policies and procedures, annual leave, sick leave, tax payments and deductions, and maintaining records kept in the ordinary course of business for employees of the Montgomery County Sheriff's Office except no contributions shall be made to any retirement account for such employees.

5 MCTC shall reimburse the MCSO monthly, up to an average of 20 hours per week, using an hourly rate of $38.02 which includes all applicable benefits and/or payroll taxes.

6 MCSO shall invoice MCTC for each monthly installment, and MCTC shall pay each invoice within thirty (30) days of receipt.

7. Duties of the Deputy. The Deputy or equivalent employee shall:

A. Keep the MCTC Dean of Administrative Services or other administrator designated by the President of the College fully informed as to his or her activities and any security concerns observed. Any performance evaluations shall be the responsibility of the Montgomery County Sheriff's Office, who shall consult with the appropriate College personnel.

B. Use his or her best efforts to protect all students , employees , visitors , buildings ,

grounds, and vehicles on all campuses against theft, vandalism, other crimes, and unauthorized trespassers.

C. Timely furnish to MCTC and the Kentucky Community and Technical College System (KCTCS) Director of Safety and Emergency Services all information necessary for Minger Act and Clery Act reporting as well as any other state or federal safety and security reports that are required of the College to include KCTCS Procedure 5.2.3-P, Emergency Response Crisis Management. All reporting shall be MCTC's responsibility to compile and post in accordance with applicable legal requirements . MCTC shall be responsible for notifying its students and faculty of any emergency security concerns on campus.

D. Wear MCSO-branded polo shirt or uniform provided by the Montgomery County Sheriff's Office and be neatly dressed and professionally composed at all times while on duty at or about MCTC.

E. Immediately report to designated college officials and/or the Montgomery County Sheriff's Office all problems and issues arising on campus that require the Deputy or equivalent employees to act in official capacity.

F. Provide or Assist a minimum of one (1) professional development session each semester for employees and/or students covering campus safety and security topics.

G. Lead or Assist a minimum of one (1) college-wide critical incident drill (i.e., active shooter, lockdown, fire, etc.) each semester.

H. Cooperate with MCTC's Marketing Manager to maintain up-to-date campus safety and security protocol posters/guides which are posted in classrooms and common areas.

I. Attend a minimum of one (1) Diversity, Equity, and Inclusion activity each academic year that celebrates individual differences with dignity and respect. The purpose of such an activity is intended to promote campus unity, demonstrate cooperation , foster

goodwill, and connect the deputy to the campus.

J. Be responsible for the security of all keys and other supplies and equipment provided to him or her by the College.

K. Be responsible for the safe operation of any vehicles he/she operates and will be responsible for any accidents or damages resulting from negligent operation by the deputy or equivalent employee.

L. The deputy or equivalent employee may park his/her vehicle in the College parking lot in a designated spot while on duty.

M . Provide coverage for college evening and weekend events as requested by the MCTC Chief Business Officer or College President. Equal time spent for after hours events may be taken off during the week as compensation time. Hours taken during the week must be communicated to college officials in advance.

N. Provide consult to MCTC Human Resources in relation to pre-employment background checks.

O. Provide a picture of the deputy assigned, along with a short biography to be shared with MCTC employees, staff, and students.

8 Duties of the College. MCTC shall:

A. Provide the deputy or equivalent employee a list of officials to be contacted in the event problems arise on the campus .

B. Furnish the deputy or equivalent employee a set of master keys for all the buildings on campus. The College will also provide an office space, desk, access to a landline telephone and computer, and other needed safety equipment and supplies. Conference rooms may be scheduled in conjunction with MCTC's room scheduling process.

C. Provide the deputy or equivalent employee with a list of any temporary or permanent personnel who are authorized to have access to the buildings

during non-working hours, general building information to include turning on lights after

hours, security access , etc.

D. Provide the deputy or equivalent employee copies of or access to the KCTCS policies and procedures, and the Code of Student Conduct, **Employee's Responsibilities Policy/Procedure**, that are applicable to situations that may arise on campus.

E. Provide the deputy or equivalent employee with access to an air- conditioned, properly lighted private office which shall contain a telephone that may be used for general business purposes; a location for files and records that can be locked and secured; a desk with drawers, chair, work table, filing cabinet and office supplies ; access to a printer and computer ; Internet access; and, a MCSO-approved firearms safe that is stored in a secure and accessible location for storage of a patrol rifle.

F. The President and appropriate MCTC staff shall be responsible for investigating and determining, in their discretion, whether a student or employee has violated MCTC disciplinary codes or standards and the appropriate administrative action totake.

9 The deputy is a law enforcement officer of the Montgomery County Sheriff's Office and is not an employee or agent of the MCTC. The MCTC and the Sheriff's Office acknowledge that the Deputy shall remain responsive to the chain of command of the Montgomery County Sheriff's Office. The Deputy's duties and functions while assigned to the MCTC are law enforcement. Even while the Deputy is participating in meetings with students , or interacting with students , staff, faculty, and/or visitors to MCTC, the Deputy is functioning in his or her capacity as a law enforcement officer.

A. Should it become necessary to conduct formal interviews with students, the Deputy shall adhere to Montgomery County Sheriff's Office Policy , Kentucky Revised Statutes and other legal requirements .

B. The Deputy may, by way of the exercise of his/her discretion as a sworn officer, take law enforcement action as he/she deems necessary. Actions undertaken by the Police Officer may or may not involve arrest , and the Deputy's discretion and decision-making shall Montgomery County Sheriff's Office, and those laws of the United States and Commonwealth of Kentucky that govern law enforcement officers and peace officers. As soon as practicable and where legally permitted, the Deputy will, notify the MCTC administrators when a violation of the law has occurred on MCTC grounds .

C. The Deputy shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the MCTC and related MCTC functions , to the extent that the Deputy may do so under the authority of law.

D. The Deputy may give assistance to the law enforcement officers in matters regarding his/her MCTC assignment , whenever necessary .

E. The Deputy may when requested, participate in and/or attend MCTC functions or meetings in the Deputy's capacity as a law enforcement officer.

F. Any records generated by the Deputy in the course of his/her official duties with the MCTC including but not limited to reports, bodycam footage, notes, interviews , etc. are official records of the Montgomery County Sheriff's Office.

MCTC officials seeking any records generated by the Deputy shall request such records through the custodian of records of the Montgomery County Sheriff's Office, as required of any citizen seeking such records.

10 Termination of Agreement. Both parties may cancel this Memorandum of Understanding

within thirty (30) days written notice to the other, and MCTC shall forward any payments due after cancellation on a pro-rata basis. If the agreement is terminated by either party, Montgomery County will purchase at fair market value , the issued equipment assigned to the Deputy or equivalent employee.

11. MCTC and MSO are both public entities of the Commonwealth of Kentucky , and each shall be responsible for its own acts and omissions . Each party shall also be responsible for its own defense of any claims raised by any third party or other complainant as a result of actions taken pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum ofUnderstanding on the _____ day of May 6, 2024 .

Maysville Community and Technical College, KCTCS

By Laura L. McCullough
Dr. Laura McCullough
President/CEO

Montgomery County

Montgomery County Sheriff's Department

David Charles
Montgomery County Sheriff